

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
590 S. MARINE CORPS DRIVE, STE. 219
TAMUNING, GUAM 96913

 12/18/19

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: DECEMBER 30, 2019

BID INVITATION NO: GSA-001-20

BID FOR: FOOD SERVICES FOR: DOC INMATES AND DETAINEES

SPECIFICATION: SEE ATTACHED

DESTINATION: DEPARTMENT OF CORRECTIONS

REQUIRED DELIVERY DATE: The term of this contract shall commence upon signing of contract for Three (3) Years with the option to renew for two (2) additional fiscal years. Renewal options will be one fiscal year at a time, subject to funding availability. Renewal will be at the Sole Discretion of the Government Bidder may not refuse renewal if the government exercises its option to renew (Refer to page 35 of 47 ¶7b)

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10 : 00 AM, Date: 01 / 14 / 2019 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

590 S. Marine Corps. Drive, Ste. 219, Tamuning Guam 96913

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

| | | | | | | | | |
|----------------|---|--------------|---|------------|---|----------|---|-------|
| Accountability | * | Impartiality | * | Competence | * | Openness | * | Value |
|----------------|---|--------------|---|------------|---|----------|---|-------|

INVITATION FOR BID NO.: _____

DESCRIPTION:

**FOOD SERVICES FOR:
DOC INMATES AND DETAINEES**

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference Page 27, #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) STATEMENT OF QUALIFICATIONS
- () BROCHURES/DESCRIPTIVE LITERATURE;
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Current Business License relating to this bid.

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this _____ day of _____, 2019, I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: _____

**FOOD SERVICES FOR:
DOC INMATES AND DETAINEES**

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to **475-1727** and email to gsaprocurement@gsadoa.guam.gov

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

| | |
|-------------------------------------|-------|
| Name | _____ |
| Signature | _____ |
| Date | _____ |
| Time | _____ |
| Contact Number | _____ |
| Fax Number | _____ |
| Contact Person regarding IFB | _____ |
| Title | _____ |
| E-Mail Address | _____ |
| Company/Firm | _____ |
| Address | _____ |

Note: GSA recommends that prospective bidders register current contact information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than _____ close of business at 5:00pm.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
ISLAND OF GUAM) ss.

- A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

- [] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.**

- [] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

| <u>Name</u> | <u>Address</u> | <u>% of Interest</u> |
|-------------|----------------|----------------------|
| | | |
| | | |
| | | |

- B.** Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

| <u>Name</u> | <u>Address</u> | <u>Compensation</u> |
|-------------|----------------|---------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:

Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires: _____

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
ISLAND OF GUAM) ss.

_____, [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201_____.

NOTARY PUBLIC

My commission expires _____

AFFIDAVIT RE NO GRATUITIES or KICKBACKS

CITY OF _____)
ISLAND OF GUAM)ss
)

and says that: _____ [state name of affiant signing below], being first duly sworn, deposes

1. The name of the offering firm or individual is [state name of Offeror Company] _____ Affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:
Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
_____.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201____.

NOTARY PUBLIC

My commission expires _____, _____.

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION FOR GUAM

FOOD SERVICES FOR: DOC INMATES AND DETAINEES

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

(1) That I am _____ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent Wage Determination **applicable to Guam** issued by the U.S. Department of Labor. (**INSTRUCTIONS** - The actual USDOL Wage Determination, No. 2015-5694, Revision No.: 8, Date of Revision: 12/26/2018 is an attachment to this form. The attached applicable USDOL Wage Determination consists of 10 pages and is available at U.S. Department of Labor URL website at www.wdol.gov.)

Signature

| | |
|--|-------------------------------------|
| "REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | WAGE AND HOUR DIVISION |
| | WASHINGTON D.C. 20210 |
| | |
| | Wage Determination No.: 2015-5694 |
| Daniel W. Simms Division of | Revision No.: 10 |
| Director Wage Determinations | Date Of Last Revision: 09/16/2019 |

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 13.57 |
| 01012 - Accounting Clerk II | | 15.23 |
| 01013 - Accounting Clerk III | | 17.04 |
| 01020 - Administrative Assistant | | 19.48 |
| 01035 - Court Reporter | | 17.40 |
| 01041 - Customer Service Representative I | | 10.89 |
| 01042 - Customer Service Representative II | | 12.25 |
| 01043 - Customer Service Representative III | | 13.37 |
| 01051 - Data Entry Operator I | | 12.15 |
| 01052 - Data Entry Operator II | | 13.25 |
| 01060 - Dispatcher Motor Vehicle | | 14.37 |
| 01070 - Document Preparation Clerk | | 13.85 |
| 01090 - Duplicating Machine Operator | | 13.85 |
| 01111 - General Clerk I | | 10.35 |
| 01112 - General Clerk II | | 11.29 |
| 01113 - General Clerk III | | 12.68 |
| 01120 - Housing Referral Assistant | | 19.39 |
| 01141 - Messenger Courier | | 11.37 |

| | |
|--|-------|
| 01191 - Order Clerk I | 12.57 |
| 01192 - Order Clerk II | 13.71 |
| 01261 - Personnel Assistant (Employment) I | 15.95 |
| 01262 - Personnel Assistant (Employment) II | 17.85 |
| 01263 - Personnel Assistant (Employment) III | 19.89 |
| 01270 - Production Control Clerk | 21.78 |
| 01290 - Rental Clerk | 11.10 |
| 01300 - Scheduler Maintenance | 15.55 |
| 01311 - Secretary I | 15.55 |
| 01312 - Secretary II | 17.40 |
| 01313 - Secretary III | 19.39 |
| 01320 - Service Order Dispatcher | 12.73 |
| 01410 - Supply Technician | 19.48 |
| 01420 - Survey Worker | 15.26 |
| 01460 - Switchboard Operator/Receptionist | 9.67 |
| 01531 - Travel Clerk I | 12.77 |
| 01532 - Travel Clerk II | 13.83 |
| 01533 - Travel Clerk III | 14.78 |
| 01611 - Word Processor I | 14.53 |
| 01612 - Word Processor II | 16.31 |
| 01613 - Word Processor III | 18.26 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 13.58 |
| 05010 - Automotive Electrician | 13.06 |
| 05040 - Automotive Glass Installer | 12.10 |
| 05070 - Automotive Worker | 12.10 |
| 05110 - Mobile Equipment Servicer | 10.27 |
| 05130 - Motor Equipment Metal Mechanic | 13.71 |
| 05160 - Motor Equipment Metal Worker | 12.10 |
| 05190 - Motor Vehicle Mechanic | 13.71 |
| 05220 - Motor Vehicle Mechanic Helper | 10.12 |
| 05250 - Motor Vehicle Upholstery Worker | 12.10 |
| 05280 - Motor Vehicle Wrecker | 12.10 |
| 05310 - Painter Automotive | 12.87 |
| 05340 - Radiator Repair Specialist | 12.10 |
| 05370 - Tire Repairer | 11.44 |
| 05400 - Transmission Repair Specialist | 13.61 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.47 |
| 07041 - Cook I | 11.45 |
| 07042 - Cook II | 13.33 |
| 07070 - Dishwasher | 9.12 |
| 07130 - Food Service Worker | 9.34 |
| 07210 - Meat Cutter | 11.86 |
| 07260 - Waiter/Waitress | 9.19 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 16.40 |

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|--|-------|
| 09040 - Furniture Handler | 9.95 |
| 09080 - Furniture Refinisher | 16.40 |
| 09090 - Furniture Refinisher Helper | 12.06 |
| 09110 - Furniture Repairer Minor | 14.27 |
| 09130 - Upholsterer | 16.40 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 9.35 |
| 11060 - Elevator Operator | 9.29 |
| 11090 - Gardener | 12.90 |
| 11122 - Housekeeping Aide | 9.29 |
| 11150 - Janitor | 9.29 |
| 11210 - Laborer Grounds Maintenance | 9.74 |
| 11240 - Maid or Houseman | 9.22 |
| 11260 - Pruner | 8.72 |
| 11270 - Tractor Operator | 11.80 |
| 11330 - Trail Maintenance Worker | 9.74 |
| 11360 - Window Cleaner | 10.37 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 17.77 |
| 12011 - Breath Alcohol Technician | 17.77 |
| 12012 - Certified Occupational Therapist Assistant | 24.38 |
| 12015 - Certified Physical Therapist Assistant | 24.38 |
| 12020 - Dental Assistant | 14.21 |
| 12025 - Dental Hygienist | 32.84 |
| 12030 - EKG Technician | 25.10 |
| 12035 - Electroneurodiagnostic Technologist | 25.10 |
| 12040 - Emergency Medical Technician | 17.77 |
| 12071 - Licensed Practical Nurse I | 15.88 |
| 12072 - Licensed Practical Nurse II | 17.77 |
| 12073 - Licensed Practical Nurse III | 19.81 |
| 12100 - Medical Assistant | 12.26 |
| 12130 - Medical Laboratory Technician | 18.82 |
| 12160 - Medical Record Clerk | 13.61 |
| 12190 - Medical Record Technician | 17.77 |
| 12195 - Medical Transcriptionist | 15.88 |
| 12210 - Nuclear Medicine Technologist | 39.04 |
| 12221 - Nursing Assistant I | 11.03 |
| 12222 - Nursing Assistant II | 12.43 |
| 12223 - Nursing Assistant III | 13.54 |
| 12224 - Nursing Assistant IV | 15.22 |
| 12235 - Optical Dispenser | 17.77 |
| 12236 - Optical Technician | 15.88 |
| 12250 - Pharmacy Technician | 15.49 |
| 12280 - Phlebotomist | 15.22 |
| 12305 - Radiologic Technologist | 22.69 |
| 12311 - Registered Nurse I | 22.53 |

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|--|---------------|
| 12312 - Registered Nurse II | 27.56 |
| 12313 - Registered Nurse II Specialist | 27.56 |
| 12314 - Registered Nurse III | 33.34 |
| 12315 - Registered Nurse III Anesthetist | 33.34 |
| 12316 - Registered Nurse IV | 39.96 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 22.01 |
| 12320 - Substance Abuse Treatment Counselor | 22.01 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 19.45 |
| 13012 - Exhibits Specialist II | 24.09 |
| 13013 - Exhibits Specialist III | 29.47 |
| 13041 - Illustrator I | 19.45 |
| 13042 - Illustrator II | 24.09 |
| 13043 - Illustrator III | 29.47 |
| 13047 - Librarian | 26.68 |
| 13050 - Library Aide/Clerk | 15.48 |
| 13054 - Library Information Technology Systems Administrator | 24.09 |
| 13058 - Library Technician | 16.64 |
| 13061 - Media Specialist I | 17.38 |
| 13062 - Media Specialist II | 19.45 |
| 13063 - Media Specialist III | 21.67 |
| 13071 - Photographer I | 17.38 |
| 13072 - Photographer II | 19.45 |
| 13073 - Photographer III | 24.09 |
| 13074 - Photographer IV | 29.47 |
| 13075 - Photographer V | 35.65 |
| 13090 - Technical Order Library Clerk | 18.74 |
| 13110 - Video Teleconference Technician | 17.38 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 15.71 |
| 14042 - Computer Operator II | 17.22 |
| 14043 - Computer Operator III | 19.19 |
| 14044 - Computer Operator IV | 21.33 |
| 14045 - Computer Operator V | 23.62 |
| 14071 - Computer Programmer I | (see 1) 15.73 |
| 14072 - Computer Programmer II | (see 1) 19.50 |
| 14073 - Computer Programmer III | (see 1) 23.84 |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) 24.23 |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 15.71 |
| 14160 - Personal Computer Support Technician | 21.33 |
| 14170 - System Support Specialist | 21.24 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 24.23 |

| | |
|---|-------|
| 15020 - Aircrew Training Devices Instructor (Rated) | 29.32 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 34.91 |
| 15050 - Computer Based Training Specialist / Instructor | 24.23 |
| 15060 - Educational Technologist | 27.61 |
| 15070 - Flight Instructor (Pilot) | 34.91 |
| 15080 - Graphic Artist | 20.47 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | 34.91 |
| 15086 - Maintenance Test Pilot Rotary Wing | 34.91 |
| 15088 - Non-Maintenance Test/Co-Pilot | 34.91 |
| 15090 - Technical Instructor | 17.65 |
| 15095 - Technical Instructor/Course Developer | 21.58 |
| 15110 - Test Proctor | 13.87 |
| 15120 - Tutor | 13.87 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | |
| 16010 - Assembler | 9.78 |
| 16030 - Counter Attendant | 9.78 |
| 16040 - Dry Cleaner | 11.30 |
| 16070 - Finisher Flatwork Machine | 9.78 |
| 16090 - Presser Hand | 9.78 |
| 16110 - Presser Machine Drycleaning | 9.78 |
| 16130 - Presser Machine Shirts | 9.78 |
| 16160 - Presser Machine Wearing Apparel Laundry | 9.78 |
| 16190 - Sewing Machine Operator | 11.94 |
| 16220 - Tailor | 12.44 |
| 16250 - Washer Machine | 10.24 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 16.40 |
| 19040 - Tool And Die Maker | 20.61 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 13.96 |
| 21030 - Material Coordinator | 21.78 |
| 21040 - Material Expediter | 21.78 |
| 21050 - Material Handling Laborer | 11.37 |
| 21071 - Order Filler | 9.66 |
| 21080 - Production Line Worker (Food Processing) | 13.96 |
| 21110 - Shipping Packer | 14.47 |
| 21130 - Shipping/Receiving Clerk | 14.47 |
| 21140 - Store Worker I | 14.48 |
| 21150 - Stock Clerk | 20.34 |
| 21210 - Tools And Parts Attendant | 13.96 |
| 21410 - Warehouse Specialist | 13.96 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 20.69 |
| 23019 - Aircraft Logs and Records Technician | 16.09 |
| 23021 - Aircraft Mechanic I | 19.70 |
| 23022 - Aircraft Mechanic II | 20.69 |
| 23023 - Aircraft Mechanic III | 21.74 |

| | |
|---|-------|
| 23040 - Aircraft Mechanic Helper | 13.70 |
| 23050 - Aircraft Painter | 18.50 |
| 23060 - Aircraft Servicer | 16.09 |
| 23070 - Aircraft Survival Flight Equipment Technician | 18.50 |
| 23080 - Aircraft Worker | 17.38 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 17.38 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 19.70 |
| 23110 - Appliance Mechanic | 16.40 |
| 23120 - Bicycle Repairer | 13.17 |
| 23125 - Cable Splicer | 19.59 |
| 23130 - Carpenter Maintenance | 15.10 |
| 23140 - Carpet Layer | 15.33 |
| 23160 - Electrician Maintenance | 18.05 |
| 23181 - Electronics Technician Maintenance I | 15.33 |
| 23182 - Electronics Technician Maintenance II | 16.40 |
| 23183 - Electronics Technician Maintenance III | 18.31 |
| 23260 - Fabric Worker | 14.27 |
| 23290 - Fire Alarm System Mechanic | 15.43 |
| 23310 - Fire Extinguisher Repairer | 13.17 |
| 23311 - Fuel Distribution System Mechanic | 17.46 |
| 23312 - Fuel Distribution System Operator | 13.17 |
| 23370 - General Maintenance Worker | 11.96 |
| 23380 - Ground Support Equipment Mechanic | 19.70 |
| 23381 - Ground Support Equipment Servicer | 16.09 |
| 23382 - Ground Support Equipment Worker | 17.38 |
| 23391 - Gunsmith I | 13.17 |
| 23392 - Gunsmith II | 15.33 |
| 23393 - Gunsmith III | 17.46 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 17.16 |
| 23411 - Heating Ventilation And Air Conditioning | 18.25 |
| Mechanic (Research Facility) | |
| 23430 - Heavy Equipment Mechanic | 17.64 |
| 23440 - Heavy Equipment Operator | 16.26 |
| 23460 - Instrument Mechanic | 17.46 |
| 23465 - Laboratory/Shelter Mechanic | 16.40 |
| 23470 - Laborer | 11.37 |
| 23510 - Locksmith | 16.40 |
| 23530 - Machinery Maintenance Mechanic | 23.13 |
| 23550 - Machinist Maintenance | 17.46 |
| 23580 - Maintenance Trades Helper | 10.67 |
| 23591 - Metrology Technician I | 17.46 |
| 23592 - Metrology Technician II | 18.56 |
| 23593 - Metrology Technician III | 19.66 |
| 23640 - Millwright | 17.46 |
| 23710 - Office Appliance Repairer | 16.40 |
| 23760 - Painter Maintenance | 13.95 |
| 23790 - Pipefitter Maintenance | 17.64 |

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| 23810 - Plumber Maintenance | 16.57 |
| 23820 - Pneudraulic Systems Mechanic | 17.46 |
| 23850 - Rigger | 17.46 |
| 23870 - Scale Mechanic | 15.33 |
| 23890 - Sheet-Metal Worker Maintenance | 16.09 |
| 23910 - Small Engine Mechanic | 15.33 |
| 23931 - Telecommunications Mechanic I | 19.01 |
| 23932 - Telecommunications Mechanic II | 19.76 |
| 23950 - Telephone Lineman | 18.24 |
| 23960 - Welder Combination Maintenance | 17.92 |
| 23965 - Well Driller | 17.46 |
| 23970 - Woodcraft Worker | 17.46 |
| 23980 - Woodworker | 13.17 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 14.54 |
| 24570 - Child Care Attendant | 10.09 |
| 24580 - Child Care Center Clerk | 12.58 |
| 24610 - Chore Aide | 10.56 |
| 24620 - Family Readiness And Support Services Coordinator | 14.54 |
| 24630 - Homemaker | 16.12 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 17.46 |
| 25040 - Sewage Plant Operator | 19.63 |
| 25070 - Stationary Engineer | 17.46 |
| 25190 - Ventilation Equipment Tender | 12.06 |
| 25210 - Water Treatment Plant Operator | 19.63 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 10.90 |
| 27007 - Baggage Inspector | 9.40 |
| 27008 - Corrections Officer | 12.05 |
| 27010 - Court Security Officer | 12.05 |
| 27030 - Detection Dog Handler | 10.90 |
| 27040 - Detention Officer | 12.05 |
| 27070 - Firefighter | 12.05 |
| 27101 - Guard I | 9.40 |
| 27102 - Guard II | 10.90 |
| 27131 - Police Officer I | 12.05 |
| 27132 - Police Officer II | 13.40 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 12.79 |
| 28042 - Carnival Equipment Repairer | 13.97 |
| 28043 - Carnival Worker | 9.45 |
| 28210 - Gate Attendant/Gate Tender | 13.18 |
| 28310 - Lifeguard | 11.01 |
| 28350 - Park Attendant (Aide) | 14.74 |

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| 28510 - Recreation Aide/Health Facility Attendant | 11.84 |
| 28515 - Recreation Specialist | 18.26 |
| 28630 - Sports Official | 11.74 |
| 28690 - Swimming Pool Operator | 17.71 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 21.47 |
| 29020 - Hatch Tender | 21.47 |
| 29030 - Line Handler | 21.47 |
| 29041 - Stevedore I | 19.98 |
| 29042 - Stevedore II | 22.96 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 38.78 |
| 30011 - Air Traffic Control Specialist Station(HFO) (see 2) | 26.74 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 29.45 |
| 30021 - Archeological Technician I | 17.49 |
| 30022 - Archeological Technician II | 19.56 |
| 30023 - Archeological Technician III | 24.21 |
| 30030 - Cartographic Technician | 23.18 |
| 30040 - Civil Engineering Technician | 23.08 |
| 30051 - Cryogenic Technician I | 25.57 |
| 30052 - Cryogenic Technician II | 28.24 |
| 30061 - Drafter/CAD Operator I | 17.49 |
| 30062 - Drafter/CAD Operator II | 19.56 |
| 30063 - Drafter/CAD Operator III | 20.77 |
| 30064 - Drafter/CAD Operator IV | 25.57 |
| 30081 - Engineering Technician I | 14.84 |
| 30082 - Engineering Technician II | 16.66 |
| 30083 - Engineering Technician III | 18.64 |
| 30084 - Engineering Technician IV | 23.08 |
| 30085 - Engineering Technician V | 28.24 |
| 30086 - Engineering Technician VI | 34.16 |
| 30090 - Environmental Technician | 23.08 |
| 30095 - Evidence Control Specialist | 23.08 |
| 30210 - Laboratory Technician | 20.77 |
| 30221 - Latent Fingerprint Technician I | 25.57 |
| 30222 - Latent Fingerprint Technician II | 28.24 |
| 30240 - Mathematical Technician | 23.34 |
| 30361 - Paralegal/Legal Assistant I | 19.44 |
| 30362 - Paralegal/Legal Assistant II | 23.68 |
| 30363 - Paralegal/Legal Assistant III | 28.99 |
| 30364 - Paralegal/Legal Assistant IV | 33.88 |
| 30375 - Petroleum Supply Specialist | 28.24 |
| 30390 - Photo-Optics Technician | 21.93 |
| 30395 - Radiation Control Technician | 28.24 |
| 30461 - Technical Writer I | 23.08 |
| 30462 - Technical Writer II | 28.24 |

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| 30463 - Technical Writer III | 34.16 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 24.65 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 29.82 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 35.74 |
| 30494 - Unexploded (UXO) Safety Escort | 24.65 |
| 30495 - Unexploded (UXO) Sweep Personnel | 24.65 |
| 30501 - Weather Forecaster I | 25.57 |
| 30502 - Weather Forecaster II | 31.09 |
| 30620 - Weather Observer Combined Upper Air Or (see 2) | 20.77 |
| Surface Programs | |
| 30621 - Weather Observer Senior (see 2) | 23.08 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 29.82 |
| 31020 - Bus Aide | 8.15 |
| 31030 - Bus Driver | 9.69 |
| 31043 - Driver Courier | 9.69 |
| 31260 - Parking and Lot Attendant | 9.55 |
| 31290 - Shuttle Bus Driver | 10.59 |
| 31310 - Taxi Driver | 9.43 |
| 31361 - Truckdriver Light | 10.59 |
| 31362 - Truckdriver Medium | 11.61 |
| 31363 - Truckdriver Heavy | 13.92 |
| 31364 - Truckdriver Tractor-Trailer | 13.92 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 14.54 |
| 99030 - Cashier | 9.33 |
| 99050 - Desk Clerk | 9.70 |
| 99095 - Embalmer | 24.65 |
| 99130 - Flight Follower | 24.65 |
| 99251 - Laboratory Animal Caretaker I | 22.25 |
| 99252 - Laboratory Animal Caretaker II | 24.31 |
| 99260 - Marketing Analyst | 21.54 |
| 99310 - Mortician | 24.65 |
| 99410 - Pest Controller | 14.61 |
| 99510 - Photofinishing Worker | 12.95 |
| 99710 - Recycling Laborer | 14.32 |
| 99711 - Recycling Specialist | 21.66 |
| 99730 - Refuse Collector | 13.63 |
| 99810 - Sales Clerk | 9.66 |
| 99820 - School Crossing Guard | 16.44 |
| 99830 - Survey Party Chief | 22.02 |
| 99831 - Surveying Aide | 12.52 |
| 99832 - Surveying Technician | 16.27 |
| 99840 - Vending Machine Attendant | 22.25 |
| 99841 - Vending Machine Repairer | 28.30 |
| 99842 - Vending Machine Repairer Helper | 22.25 |

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the

Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the

classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Special Provisions

**Restriction against Sex Offenders Employed by service providers to
Government of Guam from working on Government Property**

If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam Code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

| | |
|---|------|
| Signature of one of the following | Date |
| Offeror/Bidder, if the offeror/bidder is an individual; | |
| Partner, if the offeror/bidder is a partnership; Officer, | |
| if the offeror/bidder is a corporation. | |

Subscribed and sworn to before me

this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, ____.

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal hereinafter called the Principal, and (Bonding Company), _____ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$_____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 2019

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- [X] 7. **"ALL OR NONE" BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledges that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- [] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

[X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

[X] 17. TIE BIDS: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or will reject all such bids.

[X] 18. BRAND NAMES: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[] 19. DESCRIPTIVE LITERATURE: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[] 20. SAMPLES: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[] 21. LABORATORY TEST: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[X] 22. AWARD, CANCELLATION, & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[] 23. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[] 25. BILL OF SALE: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[] 26. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 27. INSPECTION: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[] 28. MOTOR VEHICLE SAFETY REQUIREMENTS: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 39 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [X] 44. **If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs.** 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address: _____

Telephone: _____

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office **prior to the time and date set** for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
6. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
7. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
8. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

9. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
10. **REJECTION OF BIDS:** Any bid submitted in response to this IFB may be rejected in whole or in part when it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

11. **TERMINATION OF CONTRACT:** 1. **TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)**

- (a) **Termination:** The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (b) **Contractor's Obligations:** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
- (c) **Condition of Termination:** Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

12. **CONTRACT DISPUTES: MANDATORY DISPUTES RESOLUTION CLAUSE:**

In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

Disputes- Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

Appeals to the Office of Public Accountability. The head of the purchasing agency's, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

Disputes – Money Owed to or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of under this contract, the contractor shall appeal the decision in accordance with the "Government Claims Act", 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
14. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
15. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
16. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
17. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
18. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR § 11170(e)
19. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.
20. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
- (a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
 - (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
 - (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
 - (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802
- Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803
- (f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

21. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES.** *Reference 5 GCA 5253 (b):* Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

22. **DISCLOSURES OF MAJOR SHAREHOLDERS:** (5 GCA § 5233)

As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

Department of Corrections Food Services

A. Introduction

The Department of Corrections is soliciting bids from qualified bidders to provide food services for prisoners in the custody of Department of Corrections, herein after referred to as, DOC. DOC's current average population is 650+/- daily. Approximate population in DOC's Hagatna Detention Facility (Federal Detention Facility and Guam Detention Facility) in Hagatna is 150+/- and Adult Correctional Facility in Mangilao is 500+/-.

DOC intends to award a single Food Service Company herein after referred to as the Bidder to provide these food services. DOC requires the Bidder to develop and implement a food services operation that will meet the immediate and future needs of DOC and its prisoners. The primary requirements of this bid are to manage the department's food services in a manner meeting the nutritional needs of the prisoners with palatable and reasonably attractive meals and snacks, while ensuring all applicable licensing and/or permits as required by local and federal laws are maintained for food preparation and service.

Through DOC Food Services, the Bidder will be required to provide three meals per day which may be a Dietary meal (as medically prescribed by DOC's Medical Physician and approved by the Registered Dietician), Religious meal (approved by DOC's approving authority) and Dietary Snacks meal (as medically prescribed by DOC's Medical Physician and approved by the Registered Dietician). Each meal and snack must meet the Nutritional Values as established by the prescribed federal guidelines for nutrition. Nutritional information will be made available to the prisoners to enable them to practice healthy eating habits to promote their quality of life.

B. Objective for Invitation for Bid

1. To deliver palatable quality food to prisoner confined to the Department of Corrections. Food services must meet all applicable federal and Local guidelines, laws and regulations and meet the guidelines as prescribed herein.
2. Provide an efficient system whereby prisoners receive meals that provide proper nutrition and meet specific dietary requirements of individual medical conditions, religious requirements or management plans while confined in the Department of Corrections.
3. To ensure that security measures are viewed as the top priority from all involved in the provision of food services.
4. To operate the Food Service Program using professionally trained personnel experienced in providing food service for corrections facilities.
5. To implement a written food service plan with clear objectives, policies, procedures and a plan of evaluation for compliance.
6. To provide nutritious meals to prisoners three times a day, seven days a week.
7. To enter into a three (3) year contract with the option to extend for an additional two (2) years on a year-to-year basis, subject to the availability of funds. The Government of Guam shall have the sole authority to extend the contract for the additional two (2) year term on a year to year basis by providing notice to Bidder of DOC's intent at least thirty (30) days in advance at the end of the three (3) year term and annually thereafter. Bidder shall not have the option to refuse DOC's right to exercise the extension which is at DOC's discretion.

DOC reserves the right to cancel the contract if funds are not appropriated. DOC may exercise this right by providing the Bidder sixty (60) days advance written notice of its intent to cancel the contract.

(a) In the event funds are not appropriated or otherwise not made available to support the continuation of performance in the subsequent fiscal period, the contract shall be cancelled and the Bidder shall be reimbursed or given the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes. The government of Guam shall notify Bidder on a timely basis in writing that the funds are, or are not, available for the continuation of the Bidder for each succeeding fiscal period. The multi-term period as set forth in this clause does not affect either the government of Guam's rights or the Bidder's rights under any termination clause of this contract.

b) The bid price offered by the Bidder and accepted by Government of Guam shall remain fixed and irrevocable for the duration of the bid award and will remain fixed and irrevocable should the option for extension be exercised for the additional two (2) years on a year to year basis.

8. To award the bid to the lowest responsible and responsive bidder whose bid is determined to be the most advantageous to the government of Guam, taking into consideration the evaluation factors set forth in this solicitation. Bid shall include all fees, costs, maintenance expenses and other requirements specified in the bid.

II. Bidders Minimum Qualifications

- A. Must be organized for the purpose of providing institutional and volume food service. The Bidder's food service manager, and the Food Service Supervisor must have three (3) years previous experience with proven effectiveness in administering large scale food service programs with an average serving of 1,950 meals per day.
- B. Bidder must be able to, in the opinion of the government of Guam, show evidence of their ability, experience, equipment, and facilities to render satisfactory services.
- C. Provide a list of all food services contract(s) held during the past three (3) years;
- D. Provide resumes of the food service manager, food service supervisor and registered dietician showing at least three (3) years of experience in a large - scale facility.
- E. Must have qualified and trained staff with sufficient back-up personnel to successfully complete the bid requirements. Bidder must have access to services of Registered Dietician to comply with standard nutritional guidelines and for menu development.
- F. Must have a proven ability for a contract start-up immediately upon award of bid, In addition, must have an alternate food service site. Bidder must have ability to immediately obtain any and all permits, as required by statute, to provide food services to DOC and to ensure compliance with the rules and regulations of Department of Public Health and Social Services (DHPSS), Guam Fire Department (GFD), Guam Environmental Protection Agency (GEPA), Department of Revenue and Taxation (DRT), and any all other permits as required by local and federal laws.
- G. Must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
- H. Must have adequate storage and power back-up facilities to ensure continuous supply of fresh food items and supplies for food service.
- I. Must be actively licensed on Guam by a licensing authority recognized by the Government of Guam. A certified copy of the business license must accompany all official bids.
- J. Must provide a certified copy of a current financial report of the successful company for the last three (3) years.

III. DOC Food Services Requirements

- K. Bidder will oversee daily operation of DOC Food Services
 - 1. Menu Preparation
 - 2. Nutritional Analysis
 - 3. Purchasing and Storing of food and supplies
 - 4. Bidder shall include a transition plan for the first seven (7) days of food service
 - a) Serving of Meals on the first day
 - b) Alternate Food Service Site, if needed
 - c) Equipment Inventory
 - 5. Thirty (30) days prior to termination or expiration of bid contract, Bidder must prepare all meals at its alternate food services site.
 - 6. Food Service Personnel
 - a) Food Service Director or Similar
 - b) Registered Dietician
 - c) Sufficient Personnel for the daily operations
 - d) Food Service related training
- L. Bidder will provide Nutritious, Appealing, Palatable and Quality Meals and Dietary Snacks
 - 1. Daily Meals
 - a) *Breakfast*
 - (a) Optional Hot or Cold Meal
 - b) *Lunch*
 - (a) Hot Meal
 - c) *Dinner*
 - (a) Hot Meal
 - 2. Special Meals
 - a) *Dietary Meals*
 - (a) Medically prescribed by DOC's Medical Physician and approved by the Registered Dietician
 - b) *Religious Meals*
 - (a) Approved by Director, Department of Corrections or authorized designee.
 - c) *Special Meals shall be provided at no additional cost to the government and shall be charged as a normal daily meal at the time of the serving, breakfast, lunch or dinner.*

3. Three (3) 'Spirit Lifter' Lunch or Dinner Meals per calendar year for holidays.
 - a) Proposed menus for 'Spirit Lifter' Meals shall be included on the menu.
 - b) 'Spirit Lifter' meals serving dates will be determined by Director, Department of Corrections or authorized designee.
 - c) 'Spirit Lifter' Meals shall be provided at no additional cost to the government and shall be charged as a normal daily meal at the time of the serving, breakfast, lunch or dinner.
 4. Dietary Snacks
 - a) Only prisoners whom are prescribed by DOC Medical Physician will receive a dietary snack. NOTE: A Dietary Snack is not a meal replacement.
 - b) Dietary Snacks medically prescribed by DOC's Medical Physician and approved by the Registered Dietician.
- M. Bidder will provide and is solely responsible for costs and expenses for all food services to DOC including, but not limited to:
1. Food
 2. Beverages
 - a) Water
 - b) Milk
 - c) Coffee
 - d) (must include non-dairy creamer and sugar)
 - 3 Eating Utensils
 - e) Disposable Spoons
 - f) Disposable Forks
 - g) Napkins
 4. Labor
 5. Material
 6. Equipment Maintenance and Repair
 7. Personnel Training ("Other than the training mentioned on page 46, ¶U6)
 8. Accounting Records and Reports
 9. Business License
 10. Catering License
 11. Health Certificate / License
 12. Sanitary Certificate

Any and all permits required to provide food services to DOC and to ensure compliance with the rules and regulation of Department of Public Health and Social Services (DPHSS), Guam Fire Department (GFD), Guam Environmental Protection Agency (GEPA), Department of Revenue and Taxation (DRT), etc., as required by local and federal laws and / or statutes.

N. Bidder will assume responsibility for DOC Food Service sites / facilities

- 1. Adult Correctional Facility (ACF)**
- 2. DOC Food Service Facility**
 - a) DOC Food Service Facilities shall only be used for the preparation of food to be served to prisoners of DOC, special functions and for no other purpose without the prior written consent of the Director, Department of Corrections or the authorized designee.**
 - b) DOC Food Service Facility shall not be used to store, prepare or cook meals or render other related services for purposes unrelated to this Bid Award.**
 - c) DOC reserves the right to utilize the dining area for any activities and/or functions, provided that it does not interfere with Food Service operations.**

O. Meal Services

- 1. Bidder will provide Food Services seven (7) days per week at the following times:**
 - a) Breakfast: 0600 – 0800**
 - b) Lunch: 1100-1300**
 - c) Dinner: 1630-1830**
 - d) Dietary Snacks: serving time will be determined by DOC Medical Physician.**
- 2. Preparation and Delivery**
 - a) Bidder will prepare meals to be individually packaged and sealed in individual disposable serving containers ready for consumption.**
 - b) Each meal must include the following:**
 - (a) Eating utensils individually wrapped**
 - (b) Condiments – dependent upon meal menu**
- 3. Transporting of Meals**
 - a) Bidder will individually package meals**
 - b) Bidder must ensure local health and sanitation requirements and that all proper regulations are followed when transporting meals for distribution.**
 - c) Bidder must ensure the safe Preparation of meals for Transportation, food temperatures and storage, either warm or chilled and must be ready for consumption.**

P. Menus

1. Bidder must prepare a four (4) week cycle menu
 - a) Meals must be nutritious, appealing, palatable, qualitative and
 - b) proportional to adult servings.
2. Seven (7) Day Emergency Menu
 - a) Meals must contain non-perishable food items.
 - b) Meals still must maintain the required nutritional value.
3. Menu changes
 - a) Menu changes must be approved by Director, Department of Corrections or its authorized designee at least ten (10) days prior to menu change.
 - b) Failure to comply shall result in a non-payment to the bidder.
 - c) By cases of emergency situations, classified as Acts of God or Natural Disasters, ie. Typhoon, Earthquake, Tsunami, same day request MAY be approved by the Director, Department of Corrections or its designee at his/her discretion dependent upon the nature of the reason.
4. Meal Pattern for Special Diets

Bidder must prepare a four (4) week cycle menu for the following special diet meal

 - (a) Dietary Meals.
 - (i) Must be medically prescribed by DOC's Medical Physician and approved by the Registered Dietician
 - (b) Religious Meals
 - (i) Must be approved by the Director, Department of Corrections or its authorized designee.
 - (c) Bidder must be prepared to accommodate Special Diet Meal regardless if the Special Diet Meal is on the regular menu.
5. Dietary Snacks
 - a) Bidder must be able to provide Dietary Snacks which are medically required to prisoners.
 - b) Dietary Snacks must be medically prescribed by DOC's Medical Physician and approved by the Registered Dietician.

6. Food Acceptability

- a) Meal Samples must be provided to the Director, Department of Corrections and the Corrections Facility Superintendent (Warden) in the appropriate portion sizes to determine food acceptability. Other determining factors include but not limited to, Palatable, attractive and Qualitative.
- b) Meal Samples are at no cost to the Government of Guam and will not be charged to DOC.

7. Non-Payment for Spoilage or Unproportioned Foods

- a) No payment shall be made for meals that are spoiled or unproportioned in whole or in part.

Q. Procurement of Foods

- 1. Bidder must utilize the maximum use of fresh local farm and fish products as per PL23-18.
- 2. Bidder must submit a listing of local vendors used to procure foods for DOCs Food Service.

R. Food Storage

- 1. Bidder must comply with local and federal requirements for food storage.

S. Monitoring and Inspections

- 1. DOC Reserves the right to monitor and inspect DOC Food Services through periodic on-site visits to ensure conformance with all regulations and the quality of the following, but not limited to:
 - a) Food and Beverages
 - b) Meals
 - c) Food Preparation Areas
 - d) Storage Areas
 - e) Sanitation Practices
 - f) Freezer(s) and Refrigerator(s)

2. Reporting, Comments, Recommendations

- a) *Monitoring and Inspections reports must follow all on-site visit, to include but not limited to:*
 - (a) Observations
 - (b) Comments
 - (c) Recommendations
 - (d) Corrective Actions, if any

T. Food Service Facilities

1. "As Is" Condition upon Transfer

- a) *Bidder shall accept the inventory at each facility "AS IS".*
 - (a) Adult Correctional Facility (ACF)
- b) *Bidder shall assume responsibility and all cost associated with necessary upgrades, maintenance, repairs and/or replacement of the equipment and facility after receipt of facility and its inventory.*

2. Bidder shall not, at any time, remove any equipment, supplies, or any such thing of the like owned by Department of Corrections, except for the purpose of maintenance or repair.
 - a) Disposition of government owned equipment shall be the responsibility of DOC.
 - b) All equipment repaired or replaced will be transferred to DOC at the termination of the contract.
3. All equipment provided by the Bidder shall be inventoried and written notification to DOC shall be provided.
 - a) Thirty (30) days upon termination or expiration of the Bid, Bidder will remove all Bidder owned equipment and must restore all DOC equipment and facility to its original condition with reasonable wear and tear.
4. Bidder will be responsible for all maintenance, housekeeping and sanitation during the period of the contract, to include but not limited to:
 - a) *Food Preparation Areas*
 - b) *Storage Areas*
 - c) *Food Servicing Items / Supplies*
 - (a) Dishes, Pots, Pan, any and all utensils, servers
 - d) *Restrooms and Washroom*
 - e) *Fixtures – Plumbing, Lighting, Mechanical Controls*
 - f) *Equipment - Exhaust Fans, Range Fire Suppressant fixtures, Water heaters / boilers, Freezers, Refrigerators*
 - g) *Any and all items and areas in the Food Service Facility that are reasonably necessary for use for preparation, operation and/or performance that may be in the inventory of the Food Service Facility as part of this Contract.*
5. Janitorial and Sanitation Supplies
 - a) *Bidder will be responsible to provide any and all of the following to include but not limited to the following:*
 - (a) Janitorial Supplies
 - (b) Cleaning Supplies
 - (c) Sanitation Supplies
 - (d) Hygiene Supplies
 - (e) Toiletries
6. DOC Reserves the Right to maintain vending machines.
7. Bidder shall maintain reasonable inventory of expendable supplies necessary to meet the food service demand.
8. Department of Corrections will not be responsible for loss or damage to equipment or supplies owned by the Bidder located in DOC Food Service Facilities.
9. Bidder shall provide and maintain adequate fire extinguishers for Food Service Facility areas.

10. Pest Control Services

a) *Bidder is responsible to provide Certified Pest Control Services and must assume all cost associated with Pest Control Services at a minimum, conduct twice monthly to include the following:*

- (a) Interior and exterior pest control services for roaches, fleas, ants, termites, and other crawling insects.
- (b) Interior and Exterior pest control services for termites.
- (c) Interior and Exterior Rodent Control and Extermination services

b) *All pest control services must be coordinated with the Director, Department of Corrections or its authorized designee.*

c) *Bidder must provide DOC a written report for all pest control services rendered.*

11. Sanitation and Health Certification

a) *Bidder must obtain and maintain an acceptable "satisfactory" health certification and sanitary permit from Department of Public Health and Social Services for all DOC Food Service Facilities.*

b) *All Bidder personnel must maintain a certified health certificate as required by the Department of Public Health and social Services.*

c) *In the event the bidder is below "C" rating certification the bidder shall correct all noted deficiencies within ten (10) days from issuance and shall request for a re-inspection within that timeframe.*

d) *In the event the bidder has received three (3) "C" ratings or one (1) "D" rating during the duration of this bid award, it is automatic grounds for termination, regardless if the bidder corrects the deficiencies.*

12. The Bidder shall comply with all applicable Federal and Guam laws related to food preparation and sanitation and all rules and regulations promulgated there under.

13. The Bidder shall be responsible for housekeeping and sanitation in areas used for food preparation and serving, storage and common areas within DOC Food Service Facilities. These areas shall remain clean and sanitized at all times.

14. The bidder shall be responsible for the cleaning and sanitizing of all cooking and prepping utensils, i.e. dishes, pots, pans, cooking utensils, equipment and other such items utilized for DOC Food Service operations.

15. Bidder is responsible for cleaning, sanitation, maintenance, service and repair of DOC's Food Service Facilities and all equipment. This includes but not limited to:

- a) Mechanical, electrical, plumbing and carpentry upgrades, restrooms and wash-rooms, fixtures, exhaust fans, partitions, windows, louvers and all doors. Bidder must coordinate with Corrections Facility Superintendent or its designee for clearance and approval.

- b) *Interior and Exterior Fixtures*
 - (a) Bidder is responsible for all lighting in the areas covered under this bid.
- c) *Exhaust hoods*
 - (a) Bidder is responsible for the cleaning, repairs, maintenance and/or replacement, if required. Records should be readily available for review by Department of Corrections or other regulatory agencies.
- d) *Range Fire Suppressant Systems*
 - (a) Bidder is responsible for the maintenance, certification, re-certification and inspections of Range Fire Suppressant Systems in accordance with National Fire Prevention Act (NFPA) and other such regulations based on local and federal fire codes and regulation from all governmental regulatory agencies.
- e) *Grease Traps*
 - (a) Bidder shall be responsible for the maintenance and upkeep of the grease traps.
 - (b) Bidder shall be responsible for jetting of the entire piping system at least twice per year.
- f) *Floors*
 - (a) Bidder shall be responsible for the cleaning and sanitation of all floors within DOC Food Service Facility.
- g) *Restrooms and Washrooms*
 - (a) Bidder shall be responsible for the maintenance, cleaning and sanitation of all restrooms and washrooms within the DOC Food Service Facility.
- h) *Air Curtains*
 - (a) Bidder shall be responsible for the installation, preventative maintenance, repairs and/or replacement of air curtains. Preventative Maintenance shall be conducted on a quarterly basis and performed by a licensed technician/contractor.

16. Transportation Vehicle, Supplies and Equipment for the transportation of meals for distribution, food, beverages, etc.

- a) The bidder shall be responsible to provide transportation vehicles. The transportation of food shall comply with the requirements of Department of Public Health and Social Services.
- b) The bidder shall be responsible for the Maintenance, Preventive Maintenance, fuel, insurance and all associated cost for such transportation vehicle, supplies and equipment.

17. Utilities, Liquid Gas, Refuse, Garbage and Used Cooking Oil and Disposal Service

a) Utilities:

(a) Water and Power

(i) Water and Power Utilities shall be provided to the Bidder at no cost to the bidder by the Department of Corrections

(ii) DOC will conduct random inspections of the DOC Food Services premises and surrounding areas to ensure prudent usage of utilities.

(b) Telephones

(i) The bidder shall be responsible for telephone lines, monthly service fees and related equipment. The Bidder must obtain prior written consent from the Director, Department of Corrections for approval for the installation of any telephone line(s).

b) Liquid Gas

(a) The bidder shall be responsible for the purchase, maintenance and re-filling of liquid gas. The Bidder shall be responsible for compliance of all safety regulations and must obtain and maintain any and all permits and certifications as required.

c) Refuse, Garbage and Used Cooking Oil Containers and Disposal Services

(a) The bidder shall be responsible for the removal and disposal of refuse waste, Garbage and Used Cooking Oil. The bidder shall be responsible for the maintenance, any and all service fees and rentals.

(b) The bidder shall be responsible for the maintenance and sanitation of Refuse, Garbage, Used Cooking Oil containers, the holding places and the surrounding area.

U. Management and Personnel

1. Bidder is required to provide sufficient and qualified management and professional staff to manage DOC's Food Service operations and supervise all employed therein.
2. Bidder is required to provide sufficient and qualified personnel for the operation of DOC's Food Services.
3. All Bidder's personnel, affiliates, etc. are subject to a background check to be conducted by DOC's personnel.
4. All Bidder's personnel are required to wear at all times they are on DOC's Facilities, an identification card issued by the Director, Department of Corrections.
5. DOC will require that all bidder personnel utilize a set uniform, which indicate on the uniform the name and/or logo of the awarded bidder. Uniforms are the sole responsibility of the Bidder.

6. All Bidder's personnel are required to attend orientation facilitated by DOC related to DOC's Standard Operating Procedures, General Orders, Special Orders, Policy and Procedures and other such trainings pertinent to the safety and security of the Bidders Personnel.
7. All Bidder's personnel, to include managers and affiliates, shall not fraternize in any manner with prisoners.
8. Security Searches are required for anyone entering DOC Facilities, these include but are not limited to the following:
 - a) *Personal Searches*
 - b) *Physical Search of property, to include but not limited to:*
 - (a) Vehicles
 - (b) Equipment
 - (c) Supplies
 - (d) Electronic Devices
9. DOC enforces a strict dress code. All individuals entering DOC Facilities must adhere to DOC General Orders 96-001 and 07-003.
- V. DOC is an Alcohol, Tobacco and Drug Free Workplace and Facility.
- W. Mandatory Pre-Bid Conference and Site Visit
- X. Department of Corrections will not be responsible for loss or damage to any equipment, vehicles, supplies, personal property, owned by the Bidder or Bidder's personnel located on DOC Food Service Facilities or on any of DOC's facilities, to include, parking lots, common areas, etc., other than those covered by torts or claims covered by the Government Claims Act.
- Y. Submission of a bid indicates acceptance of all terms and conditions by the bidder. Bid will be awarded as an "ALL OR NONE" award.

These specifications were developed by the following Department of Corrections Personnel and approved by the Director, Department of Corrections.

Prepared By:
Jayna T. Borja, WPSII
Ovita Nauta, ASO

Approved By:
Samantha J. Brennan, Director, Dept. of Corrections

BID FORM:

1.1 FOODS SERVICE FOR INMATES AND DETAINEES

| <u>MEAL:</u> | <u>Unit Cost per Meal:</u> | <u>Quantity</u> | <u>Price Extension</u> |
|--------------|----------------------------|---------------------|------------------------|
| Breakfast | _____ | x 650 (Estimated) = | \$ _____ |
| Lunch | _____ | x 650 (Estimated) = | \$ _____ |
| Dinner | _____ | x 650 (Estimated) = | \$ _____ |

2.1 DIETARY SNACK: Unit Cost per Snack Quantity Price Extension
(As prescribed by DOC Medical Physician and approved by the Registered Dietician)
NOTE: Dietary Snack is NOT a meal replacement.

| | | | |
|---------------------|-------|---------------------|-----------------|
| Breakfast | _____ | x 650 (Estimated) = | \$ _____ |
| Lunch | _____ | x 650 (Estimated) = | \$ _____ |
| Dinner | _____ | x 650 (Estimated) = | \$ _____ |
| GRAND TOTAL: | | | \$ _____ |

Note: Bid Bond must be 15% of the “Grand Total” Amount of the “Price Extensions” for Item 1.1 and 2.1 (This is an “All or None” award)

Senator Sabina Flores Perez
Committee on Environment, Revenue and Taxation, and Procurement

Public Hearing Notice
Friday, January 3, 2020
Lihehshurua Guahan, Public Hearing Room

AGENDA

2:00pm
Executive Appointment of Mr. Cynthia V. Escobedo to serve as a Member of the Guam Board of Equalization.
Executive Appointment of Mr. Pedro S.N. Guerrero to serve as a Member (Utilities Representative) of the Public Utilities Commission.
Executive Appointment of Mr. Nonito V. Blas to serve as a Member of the Guam Environmental Protection Agency Board of Directors.
Testimonies should be addressed to Senator Sabina Flores Perez, Chairperson, and will be accepted via hand delivery to our office, our mailbox at the Guam Congress Building at 163 Chalan Santo Papa, Hagåtña, Guam 96910, via email to office@senatorperez.org, no later than 4pm, January 8, 2020. Individuals requiring special accommodations should submit request to Office of Senator Sabina Flores Perez at 989-2968. Paid for by Committee funds.

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DIRECTOR'S OFFICE

EDWARD M. RIOS
Director (Bids)

BETH C. FANGELMAN
Deputy Director (Bids)

THIS ADVERTISEMENT WAS PAID WITH GOVERNMENT FUNDS BY:

DEPARTMENT OF CORRECTIONS

A non-refundable fee of \$10.00 per bid package will be assessed. Certified Check, Cashier's Check, Cash will be accepted. No personal or Company Check. Payment for bid package picked up after 3:00 p.m. will not be accepted.

INVITATION FOR BID

FOOD SERVICES FOR: DOC INMATES AND DETAINEES

OPENING DATE: JANUARY 14, 2019
Time: 10:00 a.m.

PLACE: GENERAL SERVICES AGENCY, TAMUNING, GUAM

Note: Bid package can be picked up at the General Services Agency located in the TTC Building, 2nd Floor Suite 219, Tamuning, Guam or may be acquired from the GSA website: gsa.doa.guam.gov. Please follow instructions once downloaded.

GSA recommends that prospective bidders register current contact information with GSA to ensure they receive any notices regarding any changes or updates to the IFB. The procuring agency and GSA will not be liable for failure to provide to any party who did not register current contact information.

/s/ CLAUDIA S. ACFALLE
Chief Procurement Officer

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UNIVERSITY OF GUAM

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Funded Positions (Subject to the availability of funds)

#016-20 ACADEMIC ASSISTANTS
(Part-Time & Full-Time positions)
ent Management & Student Success/TRIO Programs—Upward Bound (UB).

Deadline to apply: CONTINUOUS UNTIL FILLED

school transcript(s) and valid driver's license are required with application.

Human Resources Office at (671) 735-2350 for additional information regarding
qualifications and application deadline, 8:00 a.m. to 5:00 p.m., Monday through
holidays. View the Human Resources Office website at <http://www.uog.edu/hro> for
tion on the job announcement.

of Guam is a U.S. accredited institution and an Equal Opportunity Employer and
implies with the Americans with Disabilities Act. For assistance, please contact the
action, EEO an Title IX/ADA Coordinator at (671) 735-2244; (671) 735-2243 (TTY).

/s/ JOSEPH B. GUMMATAO
Acting Chief Human Resources Officer

For by the University of Guam TRIO-Upward Bound. Upward Bound is 100%
with an annual total funding of \$462,305.00 from the U.S. Education Department.

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1-ply, 6 Rolls / Case

2.00 Case
Let Tissue (Single Roll)
Gram, 16GSM, 500 Sheets
Safe, Septic Safe 2-ply,
rolls / 8 12pk Bags Case

1.00 Case
Let Tissue (Single Roll)
60 Rolls / 6 10pk Bags

CELL: 683-5333 • Email: shibby.aart@gmail.com / j.garrido.aart@gmail.com